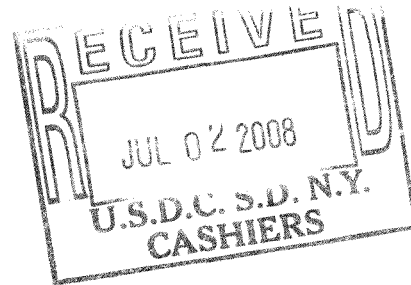


Michael J. Frevola  
Christopher R. Nolan  
HOLLAND & KNIGHT LLP  
195 Broadway  
New York, NY 10007-3189  
(212) 513-3200



ATTORNEYS FOR PLAINTIFF  
PACIFIC STARFISH S.A.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

PACIFIC STARFISH S.A.,

Plaintiff,

-against-

SPETITLINE, LLC a/k/a  
SPETIT LINE, LLC,

Defendant.

JUDGE JONES

08 CV 6052

VERIFIED COMPLAINT

Plaintiff, Pacific Starfish S.A. ("Pacific Starfish" or "Plaintiff") by and through its attorneys, Holland & Knight LLP, for its verified complaint against defendant, Spetitline, LLC a/k/a Spetit Line, LLC ("Spetitline" or "Defendant"), alleges as follows:

1. This is a case of admiralty and maritime jurisdiction as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times material herein, plaintiff Pacific Starfish was and is a business entity organized and existing under the laws of the Republic of Panama and maintains a place of business at 53rd Street, Urbanizacion Obarrio, Torre Swiss Bank, 16th Floor, Republic of Panama.

3. Upon information and belief, at all times material herein, defendant Spetitline was and is a business entity organized and existing under the laws of the United States with a registered office and registered agent for service of process at Investment and Tax International, Inc., 400 West Apple Street, Tea, South Dakota 57064 with its principle place of business at 10 Foulkes Square, 401 Ohio Street, Terre-Haute, Indiana 47807.

4. On or about February 11, 2008, Spetitline entered into a voyage charter party (the "Charter") with Pacific Starfish, disponent owner, to load cargoes of frozen fish by way of ship-to-ship operation and carry the cargo to the port of Quindao, China aboard the M/V GENNADIY VODOLAZSKIY (the "Vessel"), which Charter was memorialized via a fixture recap. The terms of the "GENCON" Charter 1994 were incorporated into the Charter. The fixture recap is annexed as Exhibit 1.

5. Under the terms of the Charter, Pacific Starfish is entitled to USD \$6,500 per day or pro rata for demurrage should the vessel fail to load with customary quick despatch.

6. In this case, the net time of the Vessel's loading and discharge exceeded the agreed loading period by 106 hours, which at a rate of \$6,500 per day or pro rata establishes damages for Spetitline in demurrage in the amount of \$28,708.33. Pacific Starfish rendered a breakdown on its calculation of demurrage to Spetitline on April 1, 2008. A true and correct copy of the demurrage calculation is attached as Exhibit 2.

7. Under the terms of the Charter, the loading is specified as about 2,500MT of frozen fish. The amount of cargo loaded by Spetitline was only 1,821.702MT, as evidenced by Mate's Receipts Nos. 4, 5, 6, 7 and 9, attached as Exhibit 3. Accordingly, Pacific Starfish's claim for deadfreight is  $2,500\text{MT} - 1,821.702\text{MT} \times \text{freight rate of USD } \$95.00\text{MT}$  for a total sum of USD \$64,438.31.

8. On March 27, 2008, Pacific Starfish issued an invoice (the "1st Invoice") to Spetitline for the claim of ocean freight (USD \$173,159.25), stevedorage (USD \$3,253.47) and demurrage (USD \$28,703.33) in the total sum of USD \$205,121.05. A true and correct copy of the 1st invoice is annexed as Exhibit 4.

9. On March 31, 2008 and April 4, 2008, Spetitline wired two sums of USD \$173,159.25 and USD \$3,253.47 respectively for purported settlement of the claims for ocean freight and stevedorage under the March 27, 2008 invoice.

10. On May 28, 2008, Pacific Starfish rendered another invoice dated March 31, 2008 to Spetitline for deadfreight for the sum of USD \$64,438.31 ("2nd Invoice"). The 2nd Invoice is attached is annexed as Exhibit 5.

11. Despite repeated demands to Spetitline, the demurrage claim under the 1st invoice for the sum of USD \$28,708.33 and the entire amount for deadfreight under the 2nd invoice for USD \$64,438.31 remain unpaid and outstanding.

12. The terms of the Charter call for arbitration to take place in London and English law is to apply.

13. While all disputes arising out of the Charter are to be arbitrated in London, the action herein is submitted in accordance with Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure as well as 9 U.S.C. §8, is not and cannot be considered a waiver of the Charter's arbitration clause.

14. Based on the preceding, Spetitline owes a total of USD \$93,146.64 under the Charter for demurrage and deadfreight on the voyage.

15. In London arbitrations where English law applies, costs, including a reasonable allowance for attorney's fees, and interest at the rate of eight percent, is routinely awarded.

16. Upon information and belief it will take approximately three years to arbitrate this dispute to conclusion, resulting in the following estimated interest and attorneys' fees and costs:

Interest:	\$	22,355.19	(\$93,146.64 x 0.080/year x 3 years)
Attorneys' fees and costs	\$	100,000.00	
<u>Total Principal Claim:</u>	\$	93,146.64	
Total Sought:	<u>\$</u>	<u>215,501.83</u>	

17. Spetitline, LLC a/k/a Spetit Line, LLC is not found within the Southern District of New York but does have goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible property which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for its benefit, within the jurisdiction and held in the name(s) of Spetitline, LLC and/or Spetit Line, LLC with, upon information and belief, the following financial institutions: Bank of America, N.A.; Bank of China; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust

Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular, or any other financial institution within the Southern District of New York.

**WHEREFORE**, Pacific Starfish S.A. prays:

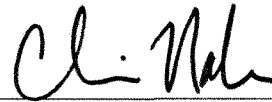
1. That a summons with process of attachment and garnishment may issue against the defendants, Spetitline, LLC a/k/a Spetit Line, LLC; and if defendant cannot be found, then that goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible property which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for its benefit, within the district may be attached in an amount sufficient to answer plaintiff's claim;
2. That defendant Spetitline, LLC a/k/a Spetit Line, LLC and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;
3. That judgment be entered in favor of Pacific Starfish S.A. and against Spetitline, LLC a/k/a Spetit Line, LLC in the amount of USD \$215,501.83 (including estimated interest, expenses and attorneys' fees); and,

4. That this Court grant Pacific Starfish S.A. such other and further relief which it may deem just and proper.

Dated: New York, New York  
June 30, 2008

HOLLAND & KNIGHT LLP

By:

A handwritten signature in black ink, appearing to read "Ch. Nolan", is written over a horizontal line.

Michael J. Frevola  
Christopher R. Nolan  
195 Broadway  
New York, NY 10007-3189  
Tel: (212) 513-3200  
Fax: (212) 385-9010

*Attorneys for Plaintiff  
Pacific Starfish S.A.*

**VERIFICATION**

STATE OF NEW YORK )

:ss.:

COUNTY OF NEW YORK )

CHRISTOPHER R. NOLAN, being duly sworn, deposes and says:

I am associated with the firm of Holland & Knight LLP, counsel for Pacific Starfish, S.A. ("Pacific Starfish"), plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Pacific Starfish and corresponded with Pacific Starfish's representatives regarding this matter. I am authorized by Pacific Starfish to make this verification, and the reason for my making it as opposed to an officer or director of Pacific Starfish is that there are none within the jurisdiction of this Honorable Court.



Christopher R. Nolan

Sworn to before me this  
30<sup>th</sup> day of June, 2008



Notary Public

Elvin Ramos  
Notary Public, State of New York  
NO. 01RA4870243  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires September 2, 2010

# 5424462\_v1

# EXHIBIT 1





## Spetit Line, LLC

1. Place and date of issue Seoul, Korea March 11, 2008		3. Charterers / Place of business Spetitline, LLC	
2. Owners / Place of business Pasific Starfish S.A. As Disponent Owners		5. Laycan March 05-08, 2006	
4. Vessel's name m/v Gennadiy Vodolazskiy 235,000 cbf capacity, Russian Flag, closed border status or Subs Close Border		7. Discharge port or place Qingdao, China 1 GSBP,AAAA or Dalian, China 1 GSBP,AAAA	
6. Load port or place 1 GS place WBS fishing grounds, AAAA. Transshipment outside 12-mile zone of Russian TW 2- 3 trawlers trawlers		8. Cargo (also state quantity margin, if agreed; if FCC is not agreed state "part cargo") Abt 2,5000mt of fm fishes in bags, SF-55 cbf/mt as part of ego only	
9. Freight rate USD 95.00 nmt FIOST BSS 1/1 for fish USD 100.00 nmt FIOST BSS 1/1 for pollack roe		10. Laytime a) Loading: CQD b) Discharge: 500 MT PWWD SHEX UU	
11. Demurrage / Dispatch (load and discharge) USD 6,500 PDPR/Free dispatch		12. Agent Owners' agents BE	
13. Freight payment Freight is to be paid in full on Bs/L quantity in US dollars, discountless and non-returnable whether vessel and/or cargo lost or not lost to Owners' nominated bank account within 5 (Five) days after completion of loading, but always before signing and/or releasing original Bs/L and vessel's arrival at 1 <sup>st</sup> discharge port			
14. Bills of Lading "CONGENBILL" 1994 to be used and issued/signed by the Owners and/or their agents by authority and on behalf of the Master based on Mate's Receipts quantity and upon receipt of Bs/L details/instructions from the Charterers. Bs/L to state "Said To Be" for cargo description and "Said To Weigh" for cargo weight. Vessel not to be responsible for cargo description, weight, quality and assortment. All terms and conditions, liberties and exceptions of the governing Charter Party are herewith incorporated.			
Additional clauses covering special provisions			
15. Per FIOS terms, Charterers are to ensure that fishing vessel's crew performs cargo loading operations aboard of the tramper; otherwise Charterers agree to pay USD7.50/NMT stevedores charge for tramper's crew to work on board of the tramper.			
16. Shipside tally to be for Owners' account, dockside tally to be for Charterers' account.			
17. Any taxes/dues on cargo/freight to be for Charterers' account; any taxes/dues on vessel to be for Owners' account.			
18. Arbitration, if any, to take place in London, English Law to apply.			
19. Terms and conditions of this Fixture Note to be kept private and confidential.			
20. Other terms and conditions as per "GENCON" Charter Party (as revised 1922, 1976 and 1994).			
21. Chrts are agree for transportation of fm cargo together with 1/meal at the same compartment-on Their Own Risk and Responsibility			
22. Brokerage commission of 2.00% of this Fixture Note to be paid to Ocean Express Trading, LLC as broker			
It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Fixture Note and referred Charter Party. In the event of a conflict of conditions, the provisions of Fixture Note shall prevail over those of respective Charter Party to the extent of such conflict.			
Signature (Owners) Pasific Starfish S.A.		Signature Charterers Spetitline, LLC	

# EXHIBIT 2

**PACIFIC STARFISH S.A.**

Address: 53<sup>rd</sup> Street, Urbanizacion Obarrio, Torre  
Swiss Bank, 16<sup>th</sup> Floor. Republic of Panama  
Bank: The Bank of Tokyo-Mitsubishi UFJ, Ltd.  
Yokohama Branch

---

Our.Ref

Date: 01.04.2008

Spetit Lane, LLC  
Attn: Yaroslavtsev Sergey

Demurrage calculation of m/v Gennagiy Vodolazskiy, which was been under cargo operation,  
made by Freighter, Spetit Lane, LLC

11.03.08	expectation of loading	4 hours
12.03.08	expectation of loading	3 hours
13.03.08	expectation of loading	8 hours
14.03.08	expectation of loading	24 hours
15.03.08	expectation of loading	24 hours
16.03.08	expectation of loading	24 hours
17.03.08	expectation of loading	9 hours

Total: 106 hours

Under the agreed rate for demurrage 6500 USD PDPR the total amount is 28.708,33  
USD/106×6500:24.

Best Regards,

Pablo Javier Espino

# EXHIBIT 3

"Gennady Vodolazskiy"Date: 11.03.2008 Forwarding Agent

RECEIVED ON BOARD

B/L No.

JSC "OCEANRYBFLOT"

Shipper

"MARINE TRUMP INTERNATIONAL CO.LTD"

MATE'S RECEIPT No

4

Consignee

Notify party:

From: Sea of Okhotsk

Local vessel <u>/s/ "Baklanov"</u>	Port of Loading Start of Loading: <u>19:10 09.03.08</u> Finish of Loading: <u>06:00 11.03.08</u> Lat: <u>52° - 37.5' N</u> Long: <u>155° - 54.2' E</u>	Transshipment distance: <u>2190 miles.</u>
Ocean vessel <u>TR "Gennady Vodolazskiy"</u>	Port of discharge <u>DALIAN, (China)</u>	Final Destination

Marks & Numbers	No. Pkgs or Units	Tare Net Weight	Kind of Packages or Units: Description of Goods	Net Weight (kg)	Gross Weight (kg)	CC
11-28;29;30	41 836	bag 1/22 kg	Frozen Alaska Pollock, H/G, "1"	920 392	966 412	- 18" C
31;32;33;34						
35;36;37;38						
39;21;22;23						
24;25;26;27						
39;40;41						
Total	41 836			920 392	966 412	
GRAND	41 836			920 392	966 412	
TOTAL				(kg)	(kg)	
TOTAL No. of PACKAGES (in words)			Forty one thousand eight hundred thirty six			
TOTAL NET WEIGHT (in words)			Nine hundred twenty thousand three hundred ninety two kg			
TOTAL GROSS WEIGHT (in words)			Nine hundred sixty six thousand four hundred twelve kg			

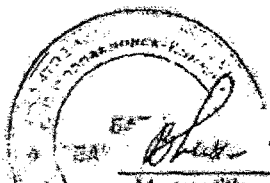
## REMARKS:

Weight, measure, quality, quantity, condition, contents and value unknown, as declared by shipper but unknown to the carrier.  
 The carrier is not responsible for breakage and bending during unloading as loading was made by force of shipper.  
 Weight, type, quality, grade and condition of goods being as per shipper's declaration and at his responsibility.  
 Bags have slight tearing with side, ship is not responsible for losses or damages by reason of this fact. 1 imp bags.  
 Shipped in hold with fishmeal together at shipper's risk.  
 All marks declared by shipper. The marks are not clear.  
 The all production manufactured from raw fish, fishing out in Exclusive economic zone of Russia.  
 The all production is shipped in the Economic zone of Russia.

11.03.2008 перегруз произведен в присутствии гос. инспектора ГМ А.В. Шакина и ЕАО Шакина А.В. 11.03.2008 СБ РФ по Хабаровскому краю

Date Signed

Sales Contract No.

  
 Master of the  
/s/ "Baklanovo"

  
 Master of the  
TR "Gennady Vodolazskiy"

Y. Anisimov



"Gennady Vodolazskiy"Date: 11.03.2008 Forwarding Agent

RECEIVED ON BOARD

B/L No.

JSC "OCEANRYBFLOT"

Shipper

"MARINE TRUMP INTERNATIONAL CO.LTD"MATE'S RECEIPT No 5

Consignee

Notify party.

From: Sea of Okhotsk

Local vessel	Port of Loading		Transshipment distance 2190 miles.
/v "Baklanova"	Start of Loading :	18:30 10.03.08	
Ocean vessel	Finish of Loading :	09:00 11.03.08	
TR "Gennady Vodolazskiy"	Lat :	52° - 37,5' N	
	Long :	155° - 54,2' E	
Port of discharge	For Transshipment to	Final Destination	
Dahan (China)			

Marks & Numbers	No. Pkgs or Units	Tare Net Weight	Kind of Packages or Units: Description of Goods	Net Weight (kg)	Gross Weight (kg)	°C
<u>II-2</u>	<u>3 446</u>	<u>bag 1740 kg</u>	<u>Fishmeal, including: from waste</u>	<u>137 840</u>	<u>139 218</u>	
Total	<u>3 446</u>		<u>Fishmeal</u>	<u>137 840</u>	<u>139 218</u>	
GRAND TOTAL:	<u>3 446</u>			<u>137 840</u> (kg)	<u>139 218</u> (kg)	
TOTAL No. of PACKAGES (in words)			<u>Three thousand four hundred forty six</u>			
TOTAL NET WEIGHT (in words)			<u>One hundred thirty seven thousand eight hundred forty kg</u>			
TOTAL GROSS WEIGHT (in words)			<u>One hundred thirty nine thousand two hundred eighteen kg</u>			

## REMARKS:

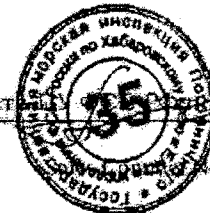
Weight, measure, quality, quantity, condition, contents and value unknown. Weight as declared by shipper. 1 imp bags.  
 The temperature in a body is +20°C. The ship is not responsible for breakage and bending during a unloading as loading was made by forces shipper. It is shipped in crude weather.  
 Weight, type, quality, grade and condition of goods being as per shipper's declaration and at his responsibility.  
 Shipped in refrigerated hold with frozen fish together at shipper's risk.  
 The all production manufactured from raw fish, fishing out in Exclusive economical Zone of Russia  
 The all production is shipped in the Economic zone of Russia

11.03.2008 перегруз производился в присутствии гос. инспектора ГМИ аппарата Хабаровского краю и ЕАО Шакина А.В. № 0590/16

Date Signed

A. Shaposhnik  
Master of the  
/v "Baklanova"

Y. Anisimov  
Master of the  
TR "Gennady Vodolazskiy"



"Gennady Vodolazskiy"Date: 13.03.2008

Forwarding Agent

RECEIVED ON BOARD

B/L No.

"DIRECT INTERNATIONAL"

Shipper

"DIRECT INTERNATIONAL"

MATE'S RECEIPT No

6

Consignee

Notify party,

From: Sea of Okhotsk

Local vessel	Port of Loading	
f/v "Zaliv Vasilieva"	Start of Loading: <u>05:30 12.03.08</u>	
Ocean vessel	Finish of Loading: <u>14:00 13.03.08</u>	
TR "Gennady Vodolazskiy"	Lat: <u>52° - 37,0' N</u>	Transshipment distance: 2190 miles.
	Long: <u>155° - 34,0' E</u>	
Port of discharge	Port Transshipment to	Final Destination
<u>Quindao, (China)</u>		

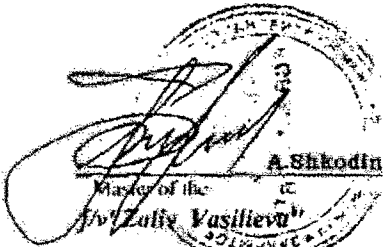
Marks & Numbers	No. Pkgs or Units	Tare Net Weight	Kind of Packages or Units: Description of Goods	Net Weight (kg)	Gross Weight (kg)	FC
	19 106	bag 1/18 kg	Frozen Alaskan Pollock, H/G.	343 908	361 103	-18" C
Total	19 106			343 908	361 103	
GRAND	19 106			343 908	361 103	
TOTAL:				(kg)	(kg)	
TOTAL No. of PACKAGES (in words)			Nineteen thousand one hundred six			
TOTAL NET WEIGHT (in words)			Three hundred forty three thousand nine hundred eight kg			
TOTAL GROSS WEIGHT (in words)			Three hundred sixty one thousand one hundred three kg			

## REMARKS:

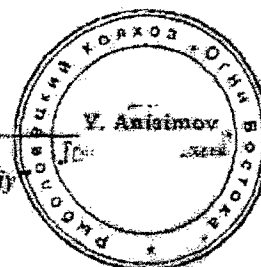
Weight, measure, quality, quantity, condition, contents and value unknown, as declared by shipper but unknown to the carrier. The carrier is not responsible for breakage and bending during unloading as loading was made by force's shipper. Weight, type, quality, grade and condition of goods being as per shipper's declaration and at his responsibility. Bags have slight tearing with side, ship is not responsible for losses or damages by reason of this fact, lamp bags. All marks declared by shipper. The marks are not clear. The all production manufactured from raw fish, fishing out in Exclusive economical Zone of Russia. The all production is shipped in the Economic zone of Russia.

13.03.2008 перепутан произволился в присутствии гос. инспектора ГМИ аппарата ГТУ по Хабаровскому краю и ЕАО Шакина А.В. № 0580/12

Date Signed

  
A. Shkodin  
Master of the  
f/v "Zaliv Vasilieva"

  
Y. Anisimov  
Master of the  
TR "Gennady Vodolazskiy"



7

"Gennady Vodolazkiy"Date: 13.03.2008

Forwarding Agent

RECEIVED ON BOARD

B/L No.

"DIRECT INTERNATIONAL"

Shipper

"DIRECT INTERNATIONAL"

MATE'S RECEIPT No

7

Consignee

Notify party

From: Sea of Okhotsk

Local vessel		Port of Loading				
/s/ "Zaliv Vasilkova"		Start of Loading:		05:30 12.03.08		
Ocean vessel		Finish of Loading:		14:00 13.03.08		
TR "Gennady Vodolazkiy"		Lat:		52° - 57,0' N		
		Long:		135° - 54,0' E		
		Transshipment distance		2100 miles.		
Port of discharge		For Transshipment to:		Final Destination		
Qinindao, (China)						
Marks & Numbers	No. Pkgs or Units	Tare Net Weight	Kind of Packages or Units: Description of Goods	Net Weight (kg)	Gross Weight (kg)	°C
	813	bag / 24 kg	Frozen Alaskan Pollock Roe	19512	21658	- 18°C
Total	813			19 512	21 658	
GRAND	813			19 512	21 658	°C
TOTAL:				(kg)	(kg)	
TOTAL No. of PACKAGES (in words)			Eight hundred thirteen			
TOTAL NET WEIGHT (in words)			Nineteen thousand five hundred twelve kg			
TOTAL GROSS WEIGHT (in words)			Twenty one thousand six hundred fifty eight kg			

## REMARKS:

Weight, measure, quality, quantity, condition, contents and value unknown, as declared by shipper but unknown to the carrier.

The carrier is not responsible for breakage and bending during unloading as loading was made by forces shipper.

Weight, type, quality, grade and condition of goods being as per shipper's declaration and at his responsibility.

Bags have slight tearing with side, ship is not responsible for losses or damages by reason of this fact, Limp bags.

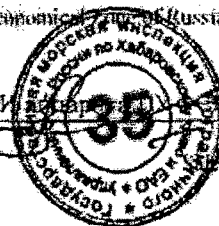
All marks declared by shipper. The marks are not clear.

The all production manufactured from raw fish, fishing out in Exclusive economic zone of Russia

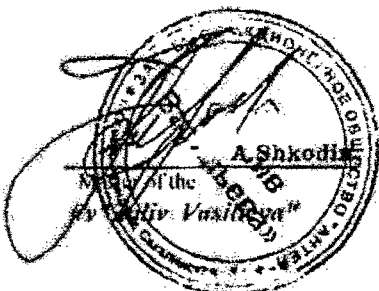
The all production is shipped in the Economic zone of Russia

13.03.2008 перетруз производится в присутствии гос. инспектора ГМИ Хабаровского края  
и ЕАО Шакина А.В. 225 N 0530/17

Date Signed



Contract No.



[Signature]  
Master of the  
TR "Gennady Vodolazkiy"





"Gennady Vudolazskiy"Date: 18.03.2008 Forwarding Agent

RECEIVED ON BOARD

B/L No.

ZAO "BLAT"

Shipper

KMC "GLOBAL CO.LTD."MATE'S RECEIPT No 9

Consignee

Notify party

From Sea of Okhotsk

Local vessel <u>/s/ "Petrupavlovsk"</u>		Port of Loading		Transshipment distance: 2300 miles.		
Ocean vessel <u>TR "Gennady Vudolazskiy"</u>		Start of Loading: <u>16:00 17.03.08</u>				
		Finish of Loading: <u>09:30 18.03.08</u>				
		Lat: <u>55° - 26.1' N</u>				
		Long: <u>155° - 03.6' E</u>				
Port of discharge <u>Quindao, (China)</u>		For Transshipment to		Final Destination		
Marks & Numbers	No. Pkgs or Units	Tare Net Weight	Kind of Packages or Units: Description of Goods	Net Weight (kg)	Gross Weight (kg)	°C
II-1;2;3;	19050	bag 1/21 kg	Fin Alaska Pollock, H/G. "25+"	400050	420052.5	- 18°C
4;5;6.						- 18°C
GRAND	19 050			400 050	420 053	
TOTAL:				bag	(kg)	
TOTAL No. of PACKAGES (in words)			Nineteen thousand fifty			
TOTAL NET WEIGHT (in words)			Four hundred thousand fifty kg			
TOTAL GROSS WEIGHT (in words)			Four hundred twenty thousand fifty three kg			


## REMARKS:

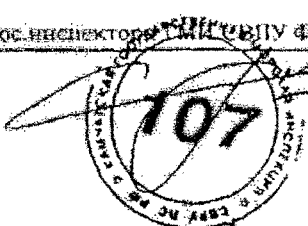
Weight, measure, quality, quantity, condition, contents and value unknown, as declared by shipper but unknown to the carrier.  
 The carrier is not responsible for breakage and bending during a unloading as loading was made by forces shipper.  
 Weight, type, quality, grade and condition of goods being as per shipper's declaration and at his responsibility.  
 Bags have slight tearing with side, ship is not responsible for losses or damages by reason of this fact. Loose bags.  
 All marks declared by shipper. The marks are not clear.  
 The all production manufactured from raw fish, fishing out in Exclusive economic Zone of Russia  
 The all production is shipped in the Economic zone of Russia

18.03.2008 перегруз производился под контролем гос. инспектора И.И. Гордого И.И.  
 акт регистрации №0410/56.

Date Signed

Sales Contract No.

  
**«БЛ»**  
**PTMC**  
**Петропавловск**  
**А. В. Хараров**  
 Master of the  
/s/ "Petrupavlovsk"

  
**Y. Anisimov**  
 Master of the  
TR "Gennady Vudolazskiy"

# EXHIBIT 4

**PACIFIC STARFISH S.A.**

\*\*\*\*\*

**INVOICE №-04-03/2008****Date: March, 27, 2008**

Messrs. «SPETIT LINE, LLC»			
Description	Quantity	Unit Price	Amount
Ocean freight M/V «Gennadiy Vodolazskiy» (frozen fish and fishmeal)	1802.19 NMT	95, 00 USD	171.208,05USD
(frozen Alaskan Pollock Roe)	19.512 NMT	100, 00 USD	1.951,20USD
Stevedorage	382.761 BRT	8, 50 USD	3.253,47 USD
Demurrage	106 hours	6.500,00 USD PDPR	28.708,33 USD
<b>TOTAL</b>			<b>205.121,05 USD</b>

You are kindly requested to remit the amount into  
our account with

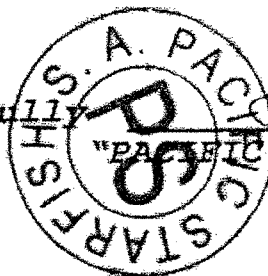
Beneficiary : "Pacific Starfish S.A."

Address : 53<sup>rd</sup> street, Urbanizacion Obarrio, Torre  
Swiss Bank, 16 Fl, PANAMA.

Bank: The Bank of Tokyo-Mitsubishi UFJ, Ltd  
Yokohama Branch, Japan

Account: USD 3022093

Yours faithfully



"PACIFIC STARFISH S.A."

# EXHIBIT 5

**PACIFIC STARFISH S.A.**

\*\*\*\*\*

**INVOICE №-05-03/2008****Date: March, 31, 2008**

Messrs. «SPETIT LINE, LLC»			
Description	Quantity	Unit Price	Amount
Dead - freight M/V «Gennadiy Vodolazskiy»	678.296	95, 00 USD	64.438,31 USD
	NMT		
<b>TOTAL</b>			<b>64.438,31 USD</b>

You are kindly requested to remit the amount into  
our account with

Beneficiary : "Pacific Starfish S.A."

Address : 53<sup>rd</sup> street, Urbanizacion Obarrio, Torre  
Swiss Bank, 16 Fl, PANAMA.

Bank: The Bank of Tokyo-Mitsubishi UFJ, Ltd  
Yokohama Branch, Japan

Account: USD 3022093

Yours faithfully

